

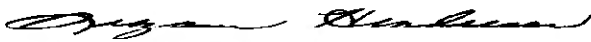
Electronically Recorded

Tarrant County Texas

Official Public Records

2/4/2010 9:58 AM

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Suzanne Henderson

Submitter: SIMPLIFILE

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STATE OF TEXAS

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L0515831

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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FIRST AMENDMENT TO OIL AND GAS LEASE
(LIMITED SURFACE USE)

Electronically Recorded
 Chesapeake Operating, Inc.

This First Amendment to Oil and Gas Lease (Limited Surface Use) (this "First Amendment") is entered into by and between **JUSTIN BRANDS, INC.**, formally known as Footwear Management Company, whose address is P.O. Box. 548, Fort Worth, Texas 76101 ("Lessor"), and **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154 (the "Current Lessee"), to be effective for all purposes as of the 1st day of February, 2010 (the "Effective Date").

WHEREAS, reference is hereby made to that certain Oil and Gas Lease (Limited Surface Use), dated effective the 27th day of November, 2007, by and between JUSTIN BRANDS, INC., formally known as Footwear Management Company, whose address is P.O. Box. 548, Fort Worth, Texas 76101, as "Lessor", and DALE PROPERTY SERVICES, LLC, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201, as the as the original lessee ("Dale"), recorded as Instrument Number D207425111 in the Official Public Records of Tarrant County, Texas (the "Lease");

WHEREAS, Dale's interest in the Lease was assigned to the Current Lessee by that certain Conveyance, dated February 22, 2008, recorded as Document Number D208077586 in the Official Public Records of Tarrant County, Texas; and

WHEREAS, Lessor and the Current Lessee hereby desire to execute this First Amendment.

NOW, THEREFORE, Lessor and the Current Lessee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. The first sentence of paragraph 7 of the Lease is **removed** and **replaced** by the following new sentence:

"Lessee is hereby granted the right, at its option, to pool all (and not less than all) of the Leased Premises with any other adjoining land, lease, or leases, as to any or all minerals or horizons, so as to establish one (1) pooled unit containing not more than three hundred and twenty (320) surface acres plus a tolerance of ten percent (10%) for the drilling of one or more horizontal wells into the Barnett Shale formation."

The remainder of paragraph 7 of the Lease shall remain unchanged.

2. A new paragraph 29 shall be **added** to the Lease as follows:

"29. COMMENCEMENT OF DRILLING PERIOD. Notwithstanding anything herein to the contrary, Lessee's right to enter upon or use the Operations Site or

any portion of the surface of the Leased Premises shall expire on February 1, 2017, assuming this lease is held beyond the end of the Primary Term by production in paying quantities from the Leased Premises or lands pooled therewith, and Lessee has not spudded a well on the Operations Site with a rig capable of reaching the Barnett Shale formation (the "Commencement of Drilling Period"). At the end of the Commencement of Drilling Period, Lessee shall furnish to Lessor a surface use waiver, in a recordable form acceptable to Lessor, releasing any and all rights of Lessee to enter upon or use the Operations Site or any portion of the surface of the Leased Premises; provided, however, such surface waiver shall not limit Lessee's right to enter the subsurface of the Leased Premises with a subsurface horizontal or directional wellbore from a drillsite located on other lands in an effort to explore for and develop oil and gas under the Leased Premises or lands pooled therewith, provided that such operations do not interfere with the surface of the Leased Premises or the subsurface support of any improvements constructed on the Leased Premises."

3. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

4. This First Amendment may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instruments.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date hereof.

LESSOR:

JUSTIN BRANDS, INC.,
formerly known as Footwear Management Company

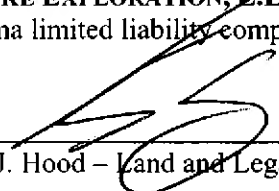
By:  _____

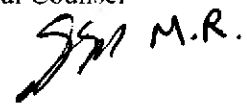
Its: CFO _____

Printed Name Herbert A. Beckwith _____

CURRENT LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

By:  _____
Henry J. Hood – Land and Legal & General Counsel

 JSM M.R.

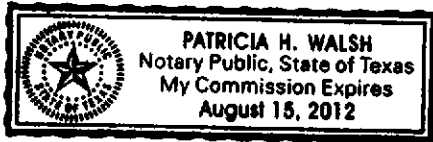
ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this 25th day of January, 2010, by Herbert A. Beckwith as CEO of **JUSTIN BRANDS, INC.**, formerly known as Footwear Management Company, on behalf of said corporation.



Patricia H. Walsh
Notary Public, State of Texas

PATRICIA H. WALSH
Notary's name (printed)
My commission expires: August 15, 2012

STATE OF OKLAHOMA

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COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 28th day of January, 2010, by Henry J. Hood, as Senior Vice-President—Land and Legal & General Counsel, of **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, on behalf of said company.

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Brenda L. Johnson
Notary Public, State of Oklahoma

Brenda L. Johnson
Notary's name (printed)
My commission expires: _____

